

MARCH 24, 2000

EXHIBIT A
TO OPINION OF MORTGAGOR'S COUNSEL

CERTIFICATION OF MORTGAGOR

This Certification of Mortgagor is made the _____ day of _____, 20__, by _____, (the "Mortgagor") for reliance upon by _____ (the "Mortgagor's Counsel") in connection with the issuance of an opinion letter dated of even date herewith (the "Opinion Letter") by ("Mortgagor's Counsel") as a condition for the provision of mortgage insurance by the Department of Housing and Urban Development ("HUD") of the \$_____ loan (the "Loan") from _____ (the "Mortgagee") to Mortgagor. In connection with the Opinion Letter, the Mortgagor hereby certifies to Mortgagor's Counsel(Counsel) for its reliance, the truth, accuracy and completeness of the following matters:

1. The Organizational Documents are the only documents creating the Mortgagor or authorizing the Loan, and the Organizational Documents have not been amended or modified except as represented to Counsel and as represented in the Opinion Letter.
2. The terms and conditions of the Loan as reflected in the Loan Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Loan Documents.
3. All tangible personal property of the Mortgagor in which a security interest is granted under the Loan Documents [other than off-site construction materials and/or accounts or goods of a type normally used in more than one jurisdiction and/or additional collateral personalty] is located at the Property (as defined in the Opinion Letter) and the Mortgagor's [Chief Executive Office] [only place of business] [residence] is located in _____.
4. The execution and delivery of the Loan Documents will not (i) cause the Mortgagor to be in violation of, or constitute a material default under the provisions of any agreement to which the Mortgagor is a party or by which the Mortgagor is bound, (ii) conflict with, or result in the breach of, any court judgment, decree or order of any governmental body to which the Mortgagor

is subject, and (iii) result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Mortgagor, except as specifically contemplated by the Loan Documents.

5. There is no litigation or other claim pending before any court or administrative or other governmental body or threatened against the Mortgagor or any Principals of the Mortgagor (as Principal is defined in the HUD regulations in 24 CFR Part 24), the Property, or any other properties of the Mortgagor [,except as identified on Exhibit [___], List of Litigation, in the Opinion Letter.]

6. There is no default under the Public Entity Agreement (PEA) (as defined in the Opinion Letter) nor have events occurred which with the passage of time will result in a default under the PEA and/or the Regulatory Agreement between Mortgagor and HUD.

7. The source(s) of any funds advanced by Mortgagor for purposes of meeting any equity requirement of HUD or contributing to the feasibility of the Project or for any other Project purpose (Up-front Funds) is (are):

8. There are no transactions outside the terms of the HUD form documents between Mortgagor and any party involved in the construction or management of the Project, the Mortgagee, any party providing funds to the Mortgagee or any other party to the Loan (Side-Deals) except as here identified:

NOTE: All capitalized terms not defined herein shall have the meanings set forth in the Opinion Letter.

IN WITNESS WHEREOF, the Mortgagor has executed this Certification of Mortgagor effective as of the date set forth above.

MORTGAGOR:

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